AMENDMENT OF SOLICITATION/N	TRACT 1. CONTRACT II	1. CONTRACT ID CODE PAGE OF PAGES		
	. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO	1 27
2. AMENDMEN I/MODIFICATION NO. 0003	2003 FEB 28	4. REQUISITION/PORCHASE REQ. NO. IDT03006005100	J. FNUJEGI NI	э.үн аррнсаыв/
6. ISSUED BY CODE	2003 I LD 28	7. ADMINISTERED BY (If other than Item 6)	CODE	
Defense Supply Center Phila G&I 700 Robbins Ave Philadelphia, PA 19111-5096		7. Adminiotened by in other diameter of	CODE	
- Ruth Herman/215-737-5582/Ruth.Herman@dla.	mil			
R.U.H. HETHIAII/213-737-3382/R.U.H. HETHIAII@UIA 8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, Stat</i> e		(X) 9A. AME	ENDMENT OF SOLICITAT	ION NO
		10A. MO	ED <i>(SEE ITEM 11)</i>	3-R-0018 [AN 09 CT/ORDER NO.
	ACILITY CODE	TO AMENDMENTS OF SOLICITATIONS		
The above numbered solicitation is amended as set forth in Item 14. The			is extended,	
Ine above numbered solicitation is amended as set forth in item 14. The Offer must acknowledge receipt of this amendment prior to the hour and date sp			is extended,	is not extended.
a) By completing Items 8 and 15, and retuming submitted; or (c) By separate letter or telegram which includes a reference to the so TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFF makes reference to the solicitation and this amendment, and is received prior to th 12. Accounting and Appropriation Data (If required)	licitation and amendment numbers. ER. If by virtue of this amendment		AT THE PLACE DESIGNATED	
T. P. Moderning and Pipping Indian Batta (P. Pogarios)				
		MODIFICATIONS OF CONTRACTS/ORDEF ORDER NO. AS DESCRIBED IN ITEM 14.	RS,	
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) T	HE CHANGES SET FORTH IN ITEM	14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A	١.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE A		such as changes in paying office,		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO A	AUTHORITY OF:			
D. OTHER (Specify type of modification and authority)				
. IMPORTANT: Contractor is not,	is required to sign this document a	and return cop	pies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by U	CF section headings, including so	olicitation/contract subject matter where feasible.)		
Subject solicitation closing date and time is her	ein extended from 20	003 MAR 17 at 12:00 PM EST to 20	003 MAR 31 at 1	2:00 EST.
See Attached pages 2 thru 27				
Except as provided herein, all terms and conditions of the document refer	enced in Item 9A or 10A, as her	etofore changed, remains unchanged and in full force a	and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING ROBERT M. ZARRILLI	OFFICER (Type or print)	
AFD CONTRACTORIOFFE CO.	450 DATE 0/2****	400 HANTED OTATEO OF COLOR		100 DATE COLUE
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Circulture of pages - with - in-1	-	BY //S/	ing Officer	FEB. 28, 2003
(Signature of person authorized to sign)	1	(Signature of Contracti	ng utticer)	1

PerFORM (DLA)

Amended provisions under subject RFP are provided as follows:

- 1. Pre-proposal conference Questions & Answers are as provided for in Attachment A herein. Note that "Q1 through Q42" represent <u>oral</u> questions, and "WQ1 through WQ22" represent <u>written</u> questions. Refer to Attachment B for List of Attendees.
- 2. Section B Pricing Worksheets:
 - a. Refer to updated and posted to the SMS-RMI web site (as of February 25, 2003).
 - b. Delete "Proposed PLT" in Column "G" of each worksheet and substitute "Proposed CRT."
 - c. Please note that the RFP Enclosure 1 Pricing Worksheet on Pg. 81 is a sample only. The complete set of Pricing Worksheets should be downloaded from the website as of Feb. 25, 2003.
- 3. Clause(s) as referenced in Attachment C herein are added to RFP Section L (Instructions to Offerors).
- 4. Clause(s) as referenced in Attachment D herein are added to RFP Section M (Evaluation Factors for Award).
- 5. Clarification to Economic Price Adjustment (EPA) provisions for Standard Supplies (52.216-2), and Labor and Material (52.216-4) as cited in Sections I.3.2 and I.3.3 is provided herein:

Subject to the provisions and price limitations set forth under Clause 52.216-2 for Standard Commercial Supplies, resultant contractor's will be permitted to submit written EPA requests to the Contracting Officer, provided such request is supported by substantive documentation and evidence that such price fluctuations will directly result in financial hardship or duress.

EPA requests and adjustments specific to direct labor and material will be covered separately under Clause 52.216-4.

- 6. Revised Market Baskets and Set-Aside status is provided in Attachment E herein.
- 7. Technical Factors as contained in Section M are amended as follows:
 - a. Past Performance (RFP page 72):

Add the following after the 1st paragraph, 1st sentence: "Offerors experience shall be limited to "no more than 5 contracts" of same or similar complexity within the past 2 years."

b. Contractor Response Time (CRT per Amendment 0001dtd 2003Jan 15):

Delete CPT paragraph on RFP page 73 in its entirety and substitute the following:

The DLA Production Leadtime (PLT) historically represents the Government's requirement for the total time required for a contractor to supply items from the date of the delivery order issue date (DO/ID) to the date of receipt of material at the final destination for the entire quantity ordered. CRT as referred to herein represents the same period of time from DO/ID to date of receipt from the contractor perspective and as proposed in accordance with Section B.1, paragraph 2, and required within the Section B Pricing Worksheets (refer to Column G for each worksheet). The CRT metric (refer to RFP Enclosure 2) will specifically monitor the contractor's ability to meet proposed CRT's for routine deliveries and CRT's associated with orders requiring expedited deliveries. NOTE that this solicitation only requests proposed pricing and CRT's for routine deliveries. Pricing and CRT's relative to customer requirements requiring expedited deliveries will be negotiated on an individual basis during contract performance.

- 8. CRT Performance Metric as provided for in RFP Enclosure 2 is amended as follows:
 - a. SMS-RMI Performance-Based Scorecard as provided on RFP page 82:
 Delete in its entirety.
 Substitute the following PBSCard:

METRIC	BASELINE	GOAL	MEASUREMENT	MONITOR(S)	INCENTIVE(S), If Applicable
(Desired Outcome)	(Required Level of Service)	(Peformance Standard)	(Monitoring Method)	(Key individual for monitoring the metric)	(Meeting or Exceeding Performance)
Reduce DLA Administrative Leadtimes	105 days	5 days	Identify Requirement to Order	DLA	N/A
Reduce DLA Production Lead Time (PLT)	Proposed Contractor Response Time (CRT) per Individual Item.	Reduction in Baseline CRT per Individual Item.	Cumulative Annual Basis of Total Reduction in CRT as a Percentage of Total Proposed CRT (GOAL) among all Delivery Orders/NSNs. (Calculation Methodology will be provided for in Contract Administation Plan)	DSCP, Contractor, and/or DCMA	Incentive Payment based on Annual "Percentage-On-Time" point scale, which will be evaluated in accordance with Annual (Incentive) CRT Performance Table(") as contained herein and the resultant Contract Administration Plan. (*) CRT Performance Table sets forth BOTH incentives and /disincentives. Award Fee points are equivalent to a percentage of the Contract's Annual Dollar Value.

b. SMS-RMI Performance-Based Point Scale as provided on RFP page 83: Delete in its entirety. Substitute the following:

SMS-RMI Performance-Based Scorcard CRT Point Scale				
	Applicable to Al	L Market Baskets		
	Customer Resp	onse Time (CRT)		
Routine Deliv		Expedited Deliv	very Orders	
15-day Increments	Award Fee (% of Annual Sales)	Award Fee 15-day Increments (% of Annual Sales)		
(+/-) 1 - 15 days	+/- 2%	(+/-) 1 - 15 days	+/- 3%	
(+/-) 16 - 30 days	+/- 4%	(+/-) 16 - 30 days	+/- 5%	
(+/-) 31 - 45 days	+/- 6%	(+/-) 31 - 45 days	+/- 7%	
(+/-) 46 - 60 days	+/- 8%	(+/-) 46 - 60 days	+/- 9%	
(+/-) 61 - 75 days (+/-) ≥ 76 days	+/- 10% +/- 12%	(+/-) 61 - 75 days (+/-) ≥ 76 daγs	+/- 11% +/- 13%	
, ,				

9. For all NSN's that contain Table IS054 or IS072 in the Purchase Item Description (PID) data, the following DSCP clause 52.209-9I18 is applicable. These NSN's are contained primarily in market baskets 9.23A, 9.23AA, 9.23AB, 9.23AC, 9.31A, 9.31AA, 9.31AB, and 9.31AC.

K088 52.209-9118 QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS /QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS REQUIREMENT (FEB 2002) DSCP

The following is applicable only when QSL/QSM is called out in the procurement item description (PID).

(a) Only manufacturers on the Qualified Suppliers List for Manufacturers (QSLM) and distributors on the Qualified Suppliers List for Distributors (QSLD) which appear on the DSCP Qualified Suppliers List (QSL) for the item(s) listed on the PID are eligible for award.

(b) The provisions governing qualification, and the applicable qualification criteria may be obtained by either going to the QSLM/QSLD General Information web page at http://www.dscp.dla.mil/gi/prod_services/qsl.htm or by writing to:

COMMANDER
Defense Supply Center Philadelphia
General & Industrial Directorate
ATTN: DSCP-ILEA
700 Robbins Avenue
Philadelphia, PA 19111-5096

(c) The requirement of this clause for status as a QSLM/QSLD concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such requirement is specified. In addition, a concern with QSLD status must furnish the product of a concern with QSLM status whether the item is governed by a QPL or not.

<u>Addendum to DSCP 52.209-9118</u>: Offerors are cautioned that for portions of this procurement which have been set-aside for QSL concerns, submission of offers from other than QSL concerns are permitted; however, evaluation of such offers will only be performed where a minimum of two offers from QSL concerns are not received.

10. The Quantity Levels for unit pricing, as reflected on page 77 of the RFP are deleted and replaced with the following:

EOQ Level 1: $\leq 50\%$ of AFD Estimated Quantity

EOQ Level 2: 50% <> 100% of AFD Estimated Quantity

EOQ Level 3: $\geq 100\%$ of AFD Estimated Quantity

11. The following table of NSN's have been deleted from the various market baskets. Please download the *NEW* pricing worksheets (updated Feb. 25, 2003), Purchase Item Description (PID) data, and market basket data from the website: http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm.

Table of Deleted NSN's:

CLIN	NSN	Deleted from Group	Reason
0007	4020002418899	3252-11752A	Qual requirements
0010	4020002701659	3252-11752A	Qual requirements
0013	4020005262654	3252-11752A	Qual requirements
0016	4020005558334	3252-11752A	Qual requirements
0025	4020012070467	3252-11752A	Qual requirements
0042	4020008697886	3252-11753A	Qual requirements
0050	4020010459239	3252-11753A	Qual requirements
0057	4020012683636	3252-11753A	Qual requirements
0058	4020013189713	3252-11753A	Qual requirements
0059	4020014073836	3252-11753A	Tech requirements
0063	5340001317324	3325-10943A	On another LTC
0068	5340002990069	3325-10943A	On another LTC
0077	5340006781884	3325-10943A	On another LTC
0082	5340007397542	3325-10943A	On another LTC
0091	5340010464770	3325-10943A	On another LTC
0096	5340011067807	3325-10943A	On another LTC
0098	5340011073301	3325-10943A	On another LTC
0100	5340011153516	3325-10943A	On another LTC
0193	6920005509830	3339-12502A	No dwg available
0202	6920006274072	3339-12502A	No dwg available
0207	6920007951807	3339-12502A	No dwg available
0222	5360002098810	9.125A	No dwg available
0224	5360003048033	9.125A	No dwg available
0226	5360003215998	9.125A	No dwg available
0243	5360008105611	9.125A	No dwg available
0244	5360008168902	9.125A	Tech review
0385	5306011384218	9.23A	Tech review
0437	5305007262572	9.24A	No dwg available
0513	5306002451212	9.31A	Tech review
0572	5306008140785	9.31A	Tech review
0585	5306008572045	9.31A	Tech review
0604	5306010157768	9.31A	Tech review
0706	5306012232060	9.31A	Tech review
0730	5306013000421	9.31A	Tech review
0713	5305012439348	9.31A	Tech review
0754	5305013722820	9.31A	Tech review
0755	5305013731921	9.31A	Tech review
1035	4710012688363	CIP-TWC	Restricted dwg

ATTACHMENT A:

PRE-PROPOSAL CONFERENCE QUESTIONS AND ANSWERS January 23, 2003

Q1. Define sustainment - is it related to AFD?

AFD only shows peacetime demand; Surge and Sustainment (S&S) involves wartime mobilization support. Suppliers are being asked about their capability to provide wartime demands and normal peacetime (AFD) concurrently. Only certain parts in this solicitation are identified as S&S. See RFP and Website for S&S list.

Q2. What part of the proposal is the location for this S&S discussion?

This discussion belongs in the Technical Proposal, under Contingency Plans and MDQ.

Q3. Since this is IDIQ, is it possible there will be multiple awards for a single market basket?

Possibly, depending on the offers received. However, making multiple awards is not the intent. DLA is encouraging all-or-none offers. However, for especially large market baskets where some vendor has a niche, DLA may consider multiple awards.

Q4. Define these terms for AMC/AMSC: 1G, 2G, 1H, 2H.

1G is Fully Competitive on the first solicitation. 2G is Fully Competitive on subsequent solicitations. 1H and 2H reflect approved sources with some proprietary drawing or approval process.

Q5. Are none of the cable assemblies set aside for UNICOR?

UNICOR is Federal Prison Industry, and as such, has nothing to do with Section 8(a) companies or set-asides. There are no UNICOR items contained within the scope of this acquisition. RMI is currently working 8(a) set-aside and 8(a) agreement issue. Those NSNs that were identified and eliminated due to 8(a) status may be added back as either an 8(a) set-aside group(s) or added back into their initial group. Where it is determined that 8(a) items should be added back into their initial group(s), that group will need to be amended and identified as a Partial Set-Aside group, where the 8(a) items will be set-aside for the applicable 8(a) firm(s) only. 8A firms are not excluded from bidding on any portion of this acquisition.

Q6. Does that coincide with the amendment to remove socio-economic factors?

No, the JWOD and Socio Economic Consideration factors are separate and aside from the Socio-Economic factor and were removed for other reasons. Removal of the JWOD factor was premised on JWOD items being excluded from the scope of this acquisition. Deletion of the Socio Economic Consideration factor was due to reconsideration of small business concerns not being required to submit the equivalent of a Small Business Subcontracting Plan, in addition to, consideration of large business concerns not having to duplicate Small Business Sub-Contracting requirements as already required under the SB Sub-Contracting Clause (52.219-9).

Q7. JWOD requirements are substantially different from SBA. Is there a possibility of getting a JWOD basket set-aside?

There were no JWOD items in this phase. So, there was no need to include JWOD as an evaluation factor. This may not be the case in other phases. The removal of JWOD and socio-economic factors from evaluation for this phase was coordinated with the Small Business Office.

Q8. Most of the Class 3 screws have QPL/QSL restrictions. This needs review.

Noted. This project has identified many issues with legacy data. Items excluded by category from this phase may appear in later phases.

Q9. What is BSM?

Business Systems Modernization (BSM) is a DLA initiative to implement COTS Enterprise Resource Planning (ERP) and Advanced Planning and Scheduling (APS) software. The approach is to cover the entire DLA inventory in phases. DLA expects the system to be fully operational within 3 years. These NSNs will have a different contract number at time of award. This should have no impact on the vendor's response to this solicitation.

Q10. How will BSM items be reflected?

BSM NSN's will be identified at the time of award. Identification as a BSM NSN will have no impact on the vendor's proposal.

Q11. How about asking vendors to identify groups that can be economically manufactured?

There are regulatory requirements for a level playing field in competitive contracts. DLA has done the next best thing, which is to use standard industry classifications, while maintaining a competitive solicitation. Items have been grouped by manufacturing process and each group has been identified using plain-language group names. Feedback is solicited in advance by posting proposed groupings early on via the web site; thus providing for a group(s) to be amended where necessary.

Q12. My firm is looking at multiple baskets. We have not received the technical data yet, and it is often problematic - missing a dimension or other detail. Is an extension possible?

DLA is considering an extension. A determination will be made based on industry input.

Q13. RMI is admirable, similar to industry JIT practice. Demand mix makes it win-win. How to manage sudden changes, such as obsolescence or big surges. Will the government make accommodation(s) for surge order(s) on a slow mover?

The Government is not intending to pay for holding items in inventory. Generally speaking, arrangements and considerations will be made in the post award phase, for such spikes. DLA understands that a slow mover with a sudden spike in demand cannot be held to traditional lead times.

Q14. How long will we have for Phase 0 to shake out?

Post solicitation closing timeframes vary and are dependent on number of offers received. Typically, the number of offers received impacts timeframes relative to proposal evaluations, negotiations, and scope and impact of offeror qualifications. Depending on these variables, it is not unrealistic to estimate that it could take as little as 3 months or as long as 6 months to make contract award(s). This time range also considers estimated times associated with obtaining internal approvals.

Note since the Conference: Amendment 0002 has been issued extending the receipt of proposals to March 17, 2003.

Q15. Will Phase 1 be issued as an amendment or as a new solicitation?

By amendment; however, if subsequent phases have different Terms and Conditions, there will be a new solicitation.

Q16. Will you award as you go?

Yes, with cutoffs for each market basket. Warfighter requirements may dictate staggered award within a phase.

Q17. Has Phase 1 been determined yet?

No, Phase 1 has not yet been determined or approved. RMI is still in the Phase 0 Demonstration phase. Phase 1 is anticipated within 3 to 6 months, depending on lessons learned and obtaining approvals. The target is a new phase every quarter.

Q18. Since you'll be starting to develop the Phase 1 market baskets soon, would you please post them in draft form at the earliest opportunity?

Yes, the plan is to post them to the website, as was done with the demonstration phase.

Q19. The vendor base is predominately small business manufacturers. Many of the small businesses targeted here are not equipped to prepare the necessary government procurement documents, like the technical proposal. Are you really considering small business?

Yes. From an acquisition standpoint, RMI's primary consideration is to maximize small business participation. An enormous effort was spent to design baskets to optimize for small business participation. The effort was coordinated all along with DSCP's Small Business Office. As for preparing the proposal, actions speak louder than words. A documented performance history is more important than flowery proposal language. Nothing in the RFP prohibits participation by distributors or the formation of virtual enterprises.

Q20. What are you looking for in technical proposals? To what extent will you consider similarity of past performance?

This is discussed later, in the proposal and evaluation briefing section. Specific to past performance, the RFP requires offerors to provide past performance information relative to supplying the same or similar items within the baskets being offered on. Offeror's that do not have any experience with furnishing similar or same items will receive a neutral evaluation rating. Consideration and evaluation of past performance for supplying similar items would consider relative experience with supplying items within the supply class(es) of the items being proposed or experience with similar manufacturing processes for those items within each basket as proposed or FSC. Evaluation of past performance and all technical factors will be performed in accordance with the evaluation provisions set forth in Attachment D herein.

Q21. FAR 52.219-14, if called out, would prohibit distributorships. It appears to not be called out here. Can you confirm that?

This <u>Mandatory</u> provision is required for supplies where any portion of the requirement is to be set aside for small business and the contract amount is expected to exceed \$100,000.00. As such the clause is provided for on page 30 of the RFP. Applicability of the provision will be determined on a case-by-case basis in relation to the total proposed dollar value associated of each respective set-aside basket and the \$100,000.00 limitation on subcontracting requirement. Therefore, this provision will be incorporated in full force and effect in prospective contracts where such set-aside baskets show the expected total estimated dollar value to exceed \$100,000.00.

Q22. Would commercial and non-commercial items be handled differently?

Because RMI represents an apparent hybrid of commercial and non-commercial items, the scope of these items is being procured in accordance with FAR Part 15 procedures. In an effort to more accurately identify the nature of commerciality among these items, RMI requires offerors to identify those items, which are non-commercial items. Where commercial and non-commercial items are identified, it will be necessary to identify two

distinct sets of contract provisions as they apply to the respective commercial and non-commercial items. One example where such a distinct set of provisions would apply is within Section I of the RFP, which provides for two different price adjustment clauses, for commercial and non-commercial items.

Q23. To the maximum extent possible, please stick with FFP, to stay away from certified cost and pricing data. It's just too hard to provide the data for so many items.

Fair and reasonable pricing must still be established. Exclusion of this standard would need to be made on a case-by-case basis, particularly where it is evident that some of these items are not in fact competitive items.

Q24. Problem parts fall into two categories: low risk but low demand, and high risk with low demand. Likely the latter will be higher priced, and may be questioned or excluded.

DLA expects such issues to be identified and resolved in the proposal. The vendor can bid with qualifiers. Qualifications should be put in the Business section of the proposal.

Q25. Are subsequent phases guaranteed? Or can problems with Phase 0 (such as being priced out of the market on every basket) kill the program?

This program has high visibility with DLA senior management, so one would hope for the ability to extend if Phase 0 has troubles. However, the government always reserves the right to not extend the solicitation.

Q26. RFP calls for FOB Destination; this results in great risk in pricing. FOB Origin has much less risk. Could the RFP be changed?

To handle such uncertainty in other solicitations, DSCP currently advises vendors that half the deliveries will be shipped to the depot in Tracy, CA, and the other half to New Cumberland, PA. Some SMS solicitations have FOB Origin provisions, which as a corollary require source inspection at the vendor facility. Source inspections add time and cost. However, some RMI items may already have source inspection requirements.

Q27. May I submit out-year bids, in lieu to taking the Economic Price Adjustment?

Yes, you are able to qualify your offer with pricing for later years.

Q28. What is AFD?

Estimated Annual Forecast Demand (AFD) Group Quantity translates to annual dollar volume. The government will provide yearly forecasts, according to the Contract Administration Plan.

Q29. How do you plan to deal with out-year fluctuations in demand outside the AFD prediction?

DLA plans to deal with these types of issues by negotiation.

Q30. Are you looking for vendors to quote on 100% of the items in a given basket?

Ideally, yes. However, offers where less than a majority of items in a basket are offered on may not be considered. Consideration will no doubt be given to the number of offers received for each basket, the number of items offered on, the result of the technical evaluations, and also the Government's ability to meet one of its SMS objectives in maximizing the number of items under long-term contract.

Q31. When draft groupings are posted, when can we request tech data? Immediately, via the web site.

Q32. These days, we can download 650 MB in 3 minutes over a high speed Internet connection. How about setting up the website so we can download drawings over the Internet?

Unfortunately, that's too expensive for the government right now. We'll continue to explore the possibility.

Q33. Is it possible to add the NSN to the JEDMICS file index number field? That would eliminate the need for you cross-reference list.

Recommendation completed.

Q34. Is a mentoring program required? Are sample mentoring agreements available?

The mentoring program factor is required. Sample agreements will be made available from PCO by request.

<u>UPDATE since conference</u>: Additional information on DLA Mentoring Program can be accessed at http://www.dscp.dla.mil/sbo/mentor.htm. The DSCP Small Business Office (SBO) does not have samples available. Offerors who do not have experience with developing MBA plans should contact their local Procurement Technical Assistance Center (PTAC). PTAC addresses and points of contact are accessible at http://www.dla.mil/db/procurem.htm.

Q35. How is responsiveness determined with respect to mentoring?

The MBA factor will be evaluated and ranked by the Small Business Office. Rankings are dependent upon an offeror's willingness to participate in the MBA program by submitting a plan within their proposal. Offeror's who elect not to submit a MBA plan will not receive any consideration for this factor. Offeror's who submit a plan for the first time will receive

a favorable ranking, and offeror's who submit a plan who have previously participated in the MBA program will receive the maximum ranking. Note that proposals, which do not contain an MBA plan, will not be considered as non-responsive. However, it is to be also noted that such proposals will not receive as favorable an award recommendation, where applicable, as offers containing a proposed MBA plan.

Q36. Will CPT be measured by DD250?

Yes, regardless of FOB. CPT will be measured using the delivery order date from the DD1155 with the shipment (block 3), acceptance date (blocks 21a or 21b), and receipt date (block 22) from the DD250.

Q37. Describe more fully how the proposal CPT and incentive works. Differentiate between proposed PLT and record PLT as baseline for determining incentives. Is there a need to revise RFP Enclosure 2?

<u>UPDATE</u> since Conference: Refer to Item 7b of this Amendment specific to defining PLT and CRT. In response to RFP Enclosure 2 for Performance-Based Metric, refer to Item 8a and 8b of this Amendment. Also note that the Section B Pricing Worksheets are to be updated to reflect "Proposed CRT" as provided for in Item 2b of this Amendment.

Q38. How will obsolescence be factored into the evaluation?

By negotiation.

Q39. What is the role of ABVM? How is this score influenced by RMI activity?

ABVM scores are calculated using both a contractor's record of quality deficiency reports and actual delivery performance. The overall ABVM score and the respective quality and delivery scores will be used where it is necessary to help determine whether a contractor will receive a future award.

Q40. Will you be using tiered pricing?

Yes, see page 81 of RFP. Tiers are by number of pieces and dollar volume.

Q41. If you only get 1 small business qualified offer and 1 large business offer, will the small business get preference?

Yes, under the "rolling set-aside" provisions of the RFP, the small business offer would be evaluated first, and where the SB is determined to be responsible and the offer is determined to be fair and reasonable, the contract would be awarded without large business consideration.

Q42. How did you determine which are set-aside and which are restricted?

The government looked at the historical awardees, and if there was a reasonable expectation that qualified offers would be received from at least two small businesses, it was set aside.

PRE-PROPOSAL CONFERENCE WRITTEN QUESTIONS

WQ1. Can the CPT incentive calculation be posted to the website for comment by industry?

NOTICE since Conference:

1. In accordance with Item 8b of subject Amendment, the Award Fee Schedule Calculation is as follows:

Correlate to	
(equals)	Average number of days exceeding or below Proposed PLT
(divided by)	Total number of Delivery Orders within 1 yr period
(equals)	Total PLT Difference (in days ahead or below proposed cumulative PLT
(minus)	Actual Total PLT
	Proposed Total PLT

2. Point Scale for Award Fee Calculations:

<u>Point Scale</u> = +2% or -2% of Total Annual Dollar Value for every 15 day increment exceeding/behind Proposed PLT

15 day Increments	Award Fee $(+/-)$
+/- 1-15 days	+/- 2%
+/- 16-30 days	+/- 4%
+/- 31-45 days	+/- 6%
+/- 46-60 days	+/- 8%
+/- 61-75 days	+/- 10%
$+/- \ge 76 \text{ days}$	+/- 12%

3. Example 1 (based on 10 delivery orders):

Total Proposed PLT for 10 delivery orders	= 2450 days
Actual PLT for same 10 delivery orders	= 2600 days
Total number of days ahead/behind PLT	= (150 days)
Average number of days per Delivery Order ahead/behind	= (15 days)
Award Fee (+/- 2% per 15 days)	= -2%

4. Example 2 (based on 10 delivery orders):

Total Proposed PLT for 10 delivery orders	= 2450 days
Actual PLT for same 10 delivery orders	= 2100 days
Total number of days ahead/behind PLT	= 350 days
Average number of days per Delivery Order ahead/behind	= 35 days)
Award Fee (+/- 2% per 15 days)	=+4%

WQ2. When can we expect the other phases to be released?

See reply to Q17.

WQ3. Can you put the draft market baskets on the website as they become available?

See reply to Q18.

WQ4. These are IDIQ contracts and the stock point destinations are not known. An FOB destination quote creates a big shipping cost risk, which results in higher prices. Can FOB Origin bids be considered?

See reply to Q26.

WQ5. PCO mentioned that for example, "T&C for commercial and non-commercial might mean that non-commercial baskets might require cost and pricing data." Please, please, please minimize the number of baskets that are not firm fixed price. The administrative burden on small businesses could be prohibitive on such a large number of items.

See reply to Q23.

WQ6. On cast parts, are the molds available somewhere?

Government Furnished Material (GFM) is not normally provided for full and open competitive items. Vendors are expected to provide manufacturing capability in their normal course of doing business. Specific requests for GFM will be handled on an NSN-by-NSN basis. If GFM is required, it should be included in the qualifications of your business proposal.

WQ7. When there is a question on a drawing, what is the process to get it answered? (ex., smudged tolerances)

During the solicitation phase, requests for technical assistance should be forwarded to the Technical POC, Sharyn Redding, 215-737-3227, Email: Sharyn.Redding@dla.mil.

WQ8. When GIDEP or other obsolete notices occur, how will lifetime buys and other stocking strategies be managed?

The Add/Delete clause will be used to delete items that become obsolete during the course of the contract. Each obsolete NSN will be negotiated on a case-by-case basis.

WQ9. Received the TDP today. Would like at least 30 days from today's date to finish the quotation process.

The solicitation opening date was initially extended to March 17, 2003 via Amendment 0002 and has since been extended to March 31st via subject Amendment.

WQ10. The screws/fasteners groups are too large. Can you at least separate them into "Commercial items" and "non-commercial items"?

The screws/fasteners groups have been revised based on additional manufacturing characteristics. There are now 8 market baskets. The PID data and market basket files have been updated and posted to the SMS/RMI website: http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm

WQ11. Where in the Technical Volume or the Business Volume should we address Surge and Sustainment?

See reply to Q2.

WQ12. Can Subcontractor experience apply in the Past performance Section of the Proposal?

See reply to Q19.

WQ13. In the RFP, on page 30 of 85, Clause 113, FAR 52.219-14, Limitations of Subcontractors 12/66) is mentioned. Recommend this section be eliminated or modified to allow for a contractor to have suppliers and subcontractors without restriction, less Buy America.

Refer to Q21.

WQ14. The solicitation includes Certifications and Representation (Section K). However, neither section L nor M of the solicitation references into which volume the certifications and representations are to be included. Please confirm that they are to be incorporated into Volume 2, the Business / Price proposal?

The certifications and representations (Section K) are a part of the offeror's signed proposal and should be submitted as part of the Business Proposal (Volume 2).

WQ15. The definitions of Quality Levels 1, 2, and 3 on page 77 of the RFP do not agree with the definitions on page 81. Which is correct?

The definitions of Quantity Levels have been revised via Item 10 of this Amendment. Both sections will reference the Quantity Levels as:

EOQ Level 1: $\leq 50\%$ of AFD Estimated Quantity

EOQ Level 2: 50% <> 100% of AFD Estimated Quantity

EOQ Level 3: $\geq 100\%$ of AFD Estimated Quantity

WQ16. Section M does not clarify the relative importance of each evaluation criterion (Esp. Subfactor pricing). Please clarify the emphasis that the government will apply to each of the evaluation criteria?

Refer to Attachment D of this amendment, which incorporates Clause 52.212-2, Evaluation – Commercial Items.

WQ17. Is there a minimum number of past performances and conversely is there a maximum number?

The past performance technical factor requests offerors to describe their experience with producing the same or items of similar complexity within the past two years. The factor will be amended to provide for a limit of "no more than 5 contracts" of same or similar complexity.

WQ18. How will an 8A SDB be evaluated on the DLA MBA factor?

All offerors will be evaluated the same for this factor. Also refer to Q34.

WQ19. Negative incentives pose a problem for small businesses. Reduce the fee to zero, but let small business recover costs. One situation could put a firm out of business. A small business or a large business will simply factor in a management reserve to cover (insure) those situations, thereby driving up the overall price of all items.

Performance-Based contracts target <u>proposed</u> levels of performance and an equitable distribution of risk between the contractor and the government. Inclusion of negative incentives as well as positive incentives provide for (1) offerors proposing realistic and achievable performance parameters based on prior experience of same or similar complexity, (2) the means to equitably balance the level of risk between the contractor and the government commensurate with good and/or poor performance, (3) an extended cumulative one-year evaluation period, thereby, reducing any adverse impact of infrequent instances of poor performance, and (4) the same equitable measurement for both small and large businesses alike. Under performance-based contracts, offerors are expected to balance the level of risk with associated pricing considerations, however, offerors are reminded that proposed pricing must be evaluated for price reasonableness and that the government reserves the right to make award(s) based receipt of initial offers.

WQ20. Would appreciate a pre-proposal attendance list.

A list of attendees is as attached herein.

WQ21. Fixed price bids are short lived; how will escalation be factored? Unique price parts sometimes greatly exceed average escalation scales. Can predetermined escalation factors be derived from my vendor quotes for the out-years?

(Similar to Q27)

WQ22. Slow movers inventory carrying costs are only offset by the number of common piece parts shared with fast movers. Slow movers that have surges may require stock swaps with resulting schedule impacts. How will this be managed?

(Similar to Q13)

ATTACHMENT B:

Pre-Proposal Conference List of Attendees

INDUSTRY

Parts ala Carte	Kevin Anderson	3139 Mt.	(703)	kanderson@global-techllc.com
	Ron Jewell	Vernon Ave.	906-	kimbroughr@starpower.net
	Rollie Kimbrough	Alexandria,	1670	
		VA 22305		
2Is	Gary Burchill	75 West St.	(508)	gary_burchill@2is-inc.com
	Glenn House	Walpole, MA	850-	glenn_house@2is-inc.com
	John May	02081-1819	7520	-
Hampton	Wallace Arnold	Harvey	(757)	Wallace.Arnold@hamptonu.edu
University	Joseph Cartham	Library	727-	
		5 th floor	5928	
		130 E Tyler		
		St., Hampton		
		University		
		Hampton VA		
		23668		
TRC	John Dennison	1535	(256)	jddennison@trc-hq.com
		Sparkman	479-	
		Dr.,	5055	
		Huntsville Al		
		35816		
Procurement	Mike Freedman	7 Wesley	(215)	militaryspares@hotmail.com
Professionals		Ave,	887-	
		Glenside	1007	
		PA 19038		

GOVERNMENT

DLA	Jay Bell	Jay.Bell@dla.mil	(703) 767.1421
DLA	John Christensen	John.Christensen@dla.mil	(703) 767.1463
DSCP	Ruth Herman	Ruth.Herman@dla.mil	(215) 737-5582
DORRA	Anthony Monteleone	amonteleone@dscr.dla.mil	(804) 279.5113
DSCP	Sharyn Redding	Sharyn.Redding@dla.mil	(215) 737-3227
DSCP	Eugene Surmacz	Eugene.Surmacz@dla.mil	(215) 737-2387
CTC	Rachel Yobs	yobs@ctcgsc.org	(360) 782-5538
DSCP	Robert Zarrilli	Robert.Zarrilli@dla.mil	(215) 737-5844

ATTACHMENT C:

RFP SECTION L PROVISIONS

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2001)

(a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in

writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(1) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

ATTACHMENT D

RPF SECTION M PROVISIONS

52.212-2 -- EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

This procurement has been partially set aside for small business in accordance with the terms set forth under "Caution Notices" of this RFP. If a minimum of two qualified small business concerns are not received, the award for the specified supplies will be made on the basis of full and open competition from among all responsible business concerns submitting offers.

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - I. Past Performance
 - II. Contractor Response Time (CRT)
 - III. Manufacturing / Delivery / Quality (MDQ) Planning
 - IV. DLA Mentoring Business Agreement (MBA) Considerations

Past performance and technical quality, when combined, are considered more important than cost or price. All technical factors are listed in descending order of importance. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

Technical proposals will be evaluated on an adjectival assessment rating to identify the strengths, weaknesses and omissions of each factor. Technical proposals that are so deficient as to make them unacceptable and that cannot be made acceptable without substantial corrections, which would then constitute a new proposal, may be rejected and no discussions will be held with rejected offers. Failure to provide the information requested under RFP Section M (Evaluation Factors for Award), for the listed technical evaluation factors may be considered a "no response" and a rating of "Poor" shall be given to that factor or subfactor. Based on individual factor ratings and levels of risk, an overall rating and level of risk will be assigned to the offeror's total technical proposal.

The Government will evaluate proposals for completeness, fairness and reasonableness. The Contracting Officer will make a competitive range determination based on evaluations and submit it to the Source Selection Authority (SSA) for approval. The Government will reserve the right to make an award based on initial proposals. If, however, award is not based on initial proposals, written and/or oral discussions will be conducted only with those offerors in the competitive range. Revised offers resulting from discussions will undergo further technical and price evaluations followed by a

request for best and final offers. The final evaluation reports will be submitted to the Contracting Officer who in turn will prepare a proposal evaluation summary, based on a consolidation of the technical evaluation reports and business proposal, and present the analysis to the SSA. The SSA will make the award decision based on an independent analysis of all available information.

- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The technical proposals will be evaluated and rated in accordance with an adjectival rating scheme of Excellent (E), Good (G), Fair (F), Poor (P), and No Record (NR). The rating scheme for each technical factor will be specific to the relevance of that factor. A rating of "NR" will only be applicable to evaluation of past performance where an offeror is determined to have no experience with supplying items of the same or similar complexity within the last 2 years.

No adjectival rating exists for the DLA Business Mentoring Agreement (MBA) Considerations factor. For this factor, the Government will rank the offerors against one another, with the firm submitting the best proposal being ranked the highest. An overall comparative assessment will then be made taking into consideration all technical evaluation factors and price to determine the source(es) that represent the best value to the Government.

ATTACHMENT E

REVISED MARKET BASKETS & SET-ASIDE STATUS (as of February 25, 2003)

GROUP REF #	CLUSTER	GROUP NAME	# NSNs	SMALL BUSINESS SET-ASIDE
0004 0000	0050 44750 4	0.0000		CRITERIA
0001-0028	3252-11752A	CORDS	6	Set-Aside
0029-0059	3252-11753A	ROPE ASSY	8	Set-Aside
0060-0104	3325-10943A	CLEVIS ASSY	32	Unrestricted
0105-0175	3334-11732A	FILTER ASSY	70	Set-Aside
0176-0189	3339-12007A	BINDERS	14	Unrestricted
0190-0219	3399-12502A	TARGETS	27	Unrestricted
0220-0275	9.125A	XL COIL SPRINGS	51	Unrestricted
0276-0414	9.23A	SCREWS 2ASM	21	Unrestricted (QSL)
	9.23AA	SCREWS	47	Unrestricted (QSL)
	9.23AB	SCREWS	86	Unrestricted (QSL)
	9.23AC	SCREWS	55	Unrestricted (QSL)
0415-0486	9.24A	SCREWS 2ALG	0	Unrestricted
0487-0767	9.31A	SCREWS 3A	84	Unrestricted (QSL)
	9.31AA	SCREWS 3A	61	Unrestricted (QSL)
	9.31AB	SCREWS 3A	83	Unrestricted (QSL)
	9.31AC	SCREWS 3A	27	Unrestricted (QSL)
0768-0802	R1G1:1	CABLE ASSY 1	35	Set-Aside
0803-0816	R1G1:2	CABLE ASSY 2	14	Set-Aside
0817-0847	R1G1:3	CABLE ASSY 3	31	Set-Aside
0848-0903	R1G1:4	CABLE ASSY 4	56	Set-Aside
0904-0945	R1G1:5	CABLE ASSY 8A	42	Set-Aside
0946-0972	R1G1:SDB	CABLE ASSY 5	27	8(A) Set-Aside
0973-1003	R1G9:1	REAMER MACHINE	31	Set-Aside
1004-1038	C1P-TWC	PIPES & TUBES	34	Set-Aside
		Totals	942	
Deleted 0385, 0437, 0513, 0572, 0585, 0604, 0706, 0713, 0730, 0754, 0755				